HMIS
Agency Partner Agreement

This agreement (the "Agreement") is entered into between Snohomish County, a political subdivision of the State of Washington (the "County"), and XX Agency, a Washington non-profit corporation (the "Agency"), for the purpose of implementing and/or maintaining the Snohomish County Homeless Management Information System ("HMIS") and is effective as provided in Section 16 hereof.

<u>RECITALS</u>

WHEREAS, in "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" (Docket No. FR 4848-N-02), 69 Fed. Reg. 45,887 (July 30, 2004) (the "HUD Final Notice"), the United States Department of Housing and Urban Development ("HUD") implemented national data and technical standards for locally administered homeless management information systems; and

WHEREAS, the HUD Final Notice required all recipients of McKinney-Vento Act (42 U.S.C. § 11301 et seq.) program funds and Housing Opportunities for People with AIDS (42 U.S.C. § 12901 et seq.) ("HOPWA") homeless funds from HUD to provide information on their progress in developing and implementing their homeless management information systems ("HMIS"), and announced that that information would be used to determine annual program funding; and

WHEREAS, the County is a recipient of HUD McKinney-Vento Act program funds; and

WHEREAS, by Chapter 484, § 6, Laws of 2005, the State of Washington Department of Commerce, Trade and Economic Development ("CTED") was directed by the Washington legislature to conduct an annual Washington homeless census or count and, by the end of four years, to implement an online information and referral system to enable local governments and providers to identify available housing for homeless persons; and

WHEREAS, by Chapter 349, § 8, Laws of 2006, CTED was directed by the Washington legislature to implement a state-wide homeless client management information system by December 31, 2009, and to update that system with new homeless client information at least annually; and

WHEREAS, by Chapter 565, § 17, Laws of 2009, the Washington legislature changed the name of CTED to the Department of Commerce ("Commerce"); and

WHEREAS, Commerce requires data from all Washington counties in order to comply with state HMIS requirements under RCW 43.185C.180 and RCW 43.185C.030; and

WHEREAS, the County has implemented new software known as Client Track for the purpose of providing, hosting and maintaining its HMIS; and

WHEREAS, the purpose of this Agreement is to collect and maintain information regarding the characteristics and service needs of homeless clients for a variety of reasons, including the provision of more effective and streamlined services to clients and the creation of information which communities can use to determine the use and effectiveness of services; and

WHEREAS, when used correctly and faithfully by all involved parties, the HMIS is designed to benefit multiple stakeholders, including provider agencies, persons who are homeless, funders, and the community through improved knowledge about people who are homeless, their services and service needs, and a more effective and efficient service delivery system; and

WHEREAS, the County has requested the Agency, and the Agency has agreed, to enter into this Agreement to reflect both the County's implementation of the Client Track software for its HMIS system and meet the new requirements imposed upon Commerce by RCW 43.185C.180 and RCW 43.185C.030;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Agency and the County agree as follows:

1. Definitions.

In this Agreement, the following terms will have the following meanings:

A.   "Agency staff" refers to paid employees.

B.   "Client" refers to a consumer of services or, as appropriate to the context, the parent or legal guardian of that consumer of services.

C.   "Client Track" refers to the software adopted by the County for the purpose of providing, hosting, and maintaining its HMIS.

D.   "Data sharing" or "information sharing" or "sharing" refers to the sharing with another Partner Agency or other Partner Agencies of information which has been entered into HMIS.

E.   "De-identified information" (also referred to as "non-identifying" information) refers to data that has specific client demographic information removed, allowing use of the data without identifying a specific client.

F.   "Enter(ing)" or "entry" refers to the entry of any client information into the HMIS.

G.   "Identified information" refers to data that has specific client information available for viewing, allowing the use of data that identifies a specific client.

H.   "HMIS" refers to the homeless management information system maintained by Snohomish County or, when appropriate to the context, the Washington State HMIS into which Snohomish County HMIS information will be transferred.

I.   "Partner Agency" or "Partner Agencies" refers generally to an agency or those agencies participating in the Snohomish County HMIS.

J.   "State" means the State of Washington acting by and through its Department of Commerce.

K.   "User" refers to Agency employees or Agency volunteers authorized by the Agency to have, and having, access to HMIS.

2. Confidentiality.

A.   The Agency understands that when it enters information into HMIS, such information will be available to County staff who may review the data to administer HMIS and will be available to County and State staff to conduct analysis and to prepare reports which may be submitted to others in de-identified form *without* individual identifying client information.

B.   The Agency understands that it will have the responsibility to indicate whether information the Agency is entering into HMIS will be shared with and made accessible to Partner Agencies in HMIS.   The Agency's indication of whether entered data will be shared must be based on selections made by the Client in the HMIS Informed Consent and Release of Information Authorization Form attached hereto as Exhibit B and incorporated herein by this reference.

C.   The Agency will not:

   (i) enter information into HMIS which it is not authorized by a Client to enter; or

   (ii) designate information for sharing which the Agency is not authorized by a Client to share,

in each case under any relevant federal, state, or local confidentiality laws, regulations or other restrictions applicable to client information. By entering information into HMIS or designating it for sharing, the Agency represents that it has the authority to enter such information into HMIS or to designate it for sharing, as the case may be.

D.   The Agency represents that: *(check applicable items)*

   (i) It is ___ **or** is not __X__ a "covered entity" whose disclosures are restricted under the Health Insurance Portability and Accountability Act of 1996, as amended, codified at 42 U.S.C. §§ 1320d-d8, and its implementing regulations at 45 CFR Parts 160 and 164 ("HIPAA").

   (ii) It is ___ **or** is not __X__ a program whose disclosures are restricted under the Federal Drug and Alcohol Confidentiality Regulations, 42 CFR Part 2 ("Confidentiality Regulations").

   (iii) If the Agency is subject to HIPAA or the Confidentiality Regulations, a fully executed Business Associate or Business Associate/Qualified Service Organization Agreement must be attached to this Agreement before information may be entered into HMIS. Sharing of information will not be permitted otherwise.

   (iv) If the Agency is subject to any laws or requirements which restrict the Agency's ability either to enter or to authorize sharing of information, the Agency will ensure that any entry it makes in HMIS and all designations for sharing fully comply with all applicable laws or other restrictions (including but not limited to Section 605 of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162), codified at 42 U.S.C. § 11383(a)(8); the HUD Final Notice; the "Homeless Management Information Systems (HMIS) Data and Technical Standards Final Notice; Clarification and Additional Guidance on Special Provisions for Domestic Violence Provider Shelters" (Docket No. FR 4848-N-03) promulgated by HUD, 69 Fed. Reg. 61,517 (October 19, 2004); and RCW 43.185C.030).

E.   To the extent that information entered by the Agency into HMIS is or becomes subject to additional restrictions, the Agency will immediately inform the County in writing of such restrictions.

3.   Display of Notice. Pursuant to the HUD Final Notice, the Agency will prominently display at each intake desk (or comparable location) a copy of the *HMIS Client Privacy Rights* that explains generally the reasons for collecting identified information in the HMIS and the client rights associated with providing Agency staff with identified data. The Agency will post the *HMIS Client Privacy Rights* document prominently to ensure clients' understanding of their rights. The current form of *HMIS Client Privacy Rights*, attached as Exhibit A to and incorporated into this Agreement by this reference, may be modified from time to time by the County.

4.   Information Collection, Release, and Sharing Consent; Denial or Revocation of Consent.

A.   *Collection of identified information.* An agency may collect identified information only when appropriate to the purposes for which the information is obtained or when required by law. An agency must collect Client information by lawful and fair means and, where appropriate or required by law, with the knowledge or consent of the Client.

B.   *Obtaining Client consent.* In addition to posting the *HMIS Client Privacy Rights* document prominently at each intake desk (or comparable location) as required by Section 3 of this Agreement, the Agency will obtain from each Client whose identified information is to be entered into HMIS a signed written consent in the form of the *HMIS Informed Consent and Release of Information Authorization Form* attached hereto as Exhibit B. The signed *HMIS Informed Consent and Release of Information Authorization Form* must be obtained from the individual Client before data entry for that Client can begin. The *HMIS Informed Consent and Release of Information Authorization Form* may be modified from time to time by the County.

C.   *Duration of Client consent.* As provided in RCW 43.185C.180(2), the consent of the Client must be reasonably time limited. The Agency shall confirm that the Client's consent has not been revoked or expired or lapsed prior to entering subsequent data for that Client into HMIS.

D.   *Client denial of consent to entry of identified information.* If a Client denies consent for entry of some or all of his or her identified information in HMIS, the Agency will have the Client make the appropriate selections in the *HMIS Informed Consent and Release of Information Authorization Form* and sign it. The identified information of a Client who refuses to or otherwise does not sign the *HMIS Informed Consent and Release of Information Authorization Form* shall not be entered into HMIS.

E.   *Client denial of data sharing.* If a Client denies consent for sharing of his or her identified information in HMIS with other Partner Agencies, the Agency will have the client make the appropriate selections in the *HMIS Informed Consent and Release of Authorization Form* and sign it.

F.   *Withdrawal, revocation, or expiration of consent.*

(i) A Client may withdraw or revoke his or her consent for identified information collection by signing the *Client Revocation of HMIS Consent* form attached hereto as Exhibit C and incorporated herein by this reference. If a Client revokes his or her consent, the Agency is responsible for immediately making appropriate data entries in HMIS to ensure that Client's identified information is removed from HMIS.

(ii) When a Client's consent has by its terms expired, the Agency is responsible for securing a new written consent from the Client in the form of Exhibit B. Absent the securing of a new written Client consent, the Client record associated with the Agency will be

removed from HMIS automatically by the program known as Client Track at the conclusion of the seven (7) year retention period.

G.   *Agency responsibilities.*

(i) In order to ensure that the consent obtained from clients will be knowing and informed, the Agency shall provide assistance before signature to each client who requires it with reading and understanding the **HMIS Informed Consent and Release of Information Authorization Form**.   Furthermore the Agency will arrange for a qualified interpreter/translator if the individual is not literate in English or has difficulty understanding the **HMIS Client Privacy Rights** or the associated consent forms.

(ii) It is the responsibility of the Agency entering information about a client to determine whether consent has been obtained; to make appropriate entries in HMIS either to designate the information as appropriate for sharing or to prohibit sharing; to implement any restrictions on information sharing, including those related to the duration of Client consents to information sharing; and to implement any withdrawal or revocation of consent to information sharing.

(iii) The Agency shall keep the originals of each client-signed **HMIS Informed Consent and Release of Information Authorization Form** for a period of seven (7) years after signature. The Agency shall make those signed forms available for inspection and copying by the County at any time.

5. No Conditioning of Services. The Agency will not condition any services upon, or decline to provide any services to a Client based upon, that Client's (a) refusal or failure to sign an **HMIS Informed Consent and Release of Information Authorization Form,** (b) refusal to agree to the entry into HMIS of his or her identified information, or (c) refusal to consent to the sharing of his or her identified information with Partner Agencies.

6. Re-release Prohibited. The Agency agrees not to release any identified information received from HMIS to any other person or organization unless consented to in writing by the client or required by law.

7. Client Inspection/Correction. The Agency will allow a Client to inspect and obtain a copy of his or her own personal information except for information (a) compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding; (b) information about another individual; (c) information obtained under a promise of confidentiality if disclosure would reveal the source of the information; and (d) information which, if disclosed, would be reasonably likely to endanger the life or physical safety of any individual. The Agency also will explain to a client any information that he or she does not understand. In addition, the Agency will allow a client to correct information which is inaccurate or incomplete. Corrections will be made by way of a new entry which is in addition to, but is not a replacement for, an older entry.

8. Security. The Agency will maintain security and confidentiality of HMIS information and is responsible for the actions of Agency Users and for their training and supervision. The Agency will follow all security policies established and provided in writing by the County. Among the steps Agency will take to maintain security and confidentiality are:

A.   *Access.* The Agency will permit access to HMIS or information obtained from HMIS only to authorized Agency Users who need access to HMIS for legitimate business purposes (such as to provide services to the client, to conduct evaluation or research, to administer the program, or to

comply with regulatory requirements). The Agency will limit the access of such Users to only those records that are immediately relevant to their work assignments.

B.   *User Policy.* Prior to permitting any user to access HMIS, the Agency will require the user to sign a **HMIS User Policy, Code of Ethics, and Responsibility Statement** ("User Policy"), which is attached hereto as Exhibit D and incorporated herein by this reference and which may be amended from time to time by the County. The Agency will comply with and enforce the User Policy and will inform the County immediately in writing of any breaches of the User Policy.

C.   *Public Key Infrastructure (PKI).* PKI enables users of an unsecured network, like the Internet, to securely and privately exchange data through use of a cryptographic key pair, commonly called certificates. The certificates, or keys, will be issued by the County, and be distributed and attached to authorized Agency computers before access is granted.

D.   *Computers.* Security for data maintained in Snohomish County's HMIS depends on a secure computing environment. The computer security requirements contained in this subsection are adapted from relevant provisions of the HUD Final Notice. The Agency is expected to directly consult the HUD Final Notice for complete documentation of HUD's standards relating to HMIS. The Agency will allow access to HMIS only from computers which are:

(i) physically present on Agency's premises; and owned by Agency, or approved by Agency for the purpose of accessing and working with HMIS;

(ii) protected from viruses by commercially available virus protection software (a) that includes, at a minimum, automated scanning of files as they are accessed by users on the system on which the HMIS application is housed and (b) with virus definitions that are regularly updated from the software vendor;

(iii) protected with a secure software or hardware firewall between, at least, the workstation and any systems (including the internet and other computer networks) located outside of the Agency;

(iv) maintained to ensure that the computer operating system running the computer used for the HMIS is kept up to date in terms of security and other operating system patches, updates, and fixes;

(v) accessed through web browsers with 128-bit encryption (e.g., Internet Explorer, version 6.0). Some browsers have the capacity to remember passwords, so that the user does not need to type in the password when returning to password-protected sites. This default shall **not** be used with respect to Snohomish County's HMIS; the end-user is expected to physically enter the password each time he or she logs on to the system; and

(vi) staffed at all times when in public areas. When computers are not in use and staff is not present, steps should be taken to ensure that the computers and data are secure and not usable by unauthorized individuals. These steps should minimally include (a) logging off the data entry system, (b) physically locking the computer in a secure area, or (c) shutting down the computer entirely.

E.   *User Authentication.* The Agency will permit access to HMIS only with use of a user authentication system consisting of a username and a password which the user may not share with others. Written information pertaining to user access (e.g., username and password) shall not be stored or displayed in any publicly accessible location.   Passwords shall be at least eight

characters long and meet industry standard complexity requirements, including, but not limited to, the use of at least one of each of the following kinds of characters in the passwords: upper and lower-case letters, numbers and symbols. Passwords shall not be, or include, the username, the HMIS vendor's name, or the HMIS name, or consist entirely of any word found in the common dictionary or any of the foregoing spelled backwards.

The use of default passwords on initial entry into the HMIS application is allowed so long as the application requires that the default password be changed on first use. Written information specifically pertaining to user access (e.g., usernames and passwords) may not be stored or displayed in any publicly accessible location. Individual users must not be able to log on to more than one workstation at a time, or be able to log on to the network at more than one location at a time. Passwords and user names shall be consistent with guidelines issued from time to time by HUD and the County.

F.   *Hard Copies.* The Agency must secure any paper or other hard copy containing identifying information that is generated either by or for HMIS, including but not limited to reports, data entry forms, and signed consent forms. Any paper or other hard copy generated by or for HMIS that contains identifying information must be supervised at all times when it is in a public area. If Agency staff is not present, the information must be secured in areas that are not publicly accessible. Written information specifically pertaining to user access (e.g., username and password) must not be stored or displayed in any publicly accessible location.

G.   *Training/Assistance.* The Agency will permit access to HMIS only after the authorized User receives appropriate confidentiality training, including that provided by the County. The Agency will also conduct ongoing basic confidentiality training for all persons with access to HMIS and will train all persons who may receive information produced from HMIS on the confidentiality of such information. The Agency will participate in such training as is provided from time to time by the County. Representatives of the County will be reasonably available during the County's defined weekday business hours for technical assistance (e.g., troubleshooting and report generation).

H.   *Records.* The Agency and the County will maintain records of any disclosures of identifying information either of them makes of HMIS information for a period of seven (7) years after such disclosure. On written request of a Client, the Agency and the County will provide an accounting of all such disclosures within the prior seven-year period. The County will have access to an audit trail from HMIS so as to produce an accounting of disclosures made from one Partner Agency to another Partner Agency by way of sharing of information from HMIS.

9. Information Entry Standards.

A.   Information entered into HMIS by the Agency will be truthful, accurate, complete, and timely to the best of Agency's knowledge.

B.   The Agency will **not** solicit from any Client or enter information about any Client into the HMIS database unless the information is required for a legitimate business purpose such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements.

C.   The Agency will only enter information into the HMIS database with respect to individuals which it serves or intends to serve, including through referral.

D.   The Agency will enter information into the HMIS database within one (1) week of data collection.

E.   The Agency will not enter identifying personal information into the HMIS database without the written consent of the identified client. Nor will the Agency mark identifying information for sharing with other Partner Agencies without the written consent of the person identified, in accordance with Section 4 of this Agreement.

F.   The Agency will not alter or over-write information entered by another Agency.

10. Use of Snohomish County HMIS.

A.   The Agency will not access in HMIS the identifying information for any individual for whom services are neither sought nor provided by the Agency. The Agency may access identifying information of the Clients it serves and may request, via writing addressed to the County's authorized officer shown on the signature page of this Agreement, access to statistical, non-identifying information on both the Clients it serves and the Clients served by other Partner Agencies.

B.   The Agency may report non-identifying information to other entities for funding or planning purposes. Such non-identifying information shall not directly identify individual Clients.

C.   The Agency and the County will report only non-identifying information in response to requests for information from HMIS.

D.   The Agency will use the HMIS database for its legitimate business purposes only.

E.   The Agency will not use HMIS in violation of any Federal or state law, including, but not limited to, copyright, trademark, and trade secret laws, and laws prohibiting the transmission of material which is threatening, harassing, obscene, or confidential.

F.   The Agency will not use the HMIS database to defraud Federal, state or local governments, individuals, or entities, or conduct any illegal activity.

11. Proprietary Rights.

A.   The Agency shall not give or share assigned passwords and access codes for HMIS with any other agency, business, or individual.

B.   The Agency shall take due diligence not to cause in any manner or way, corruption of the HMIS database, and the Agency agrees to be responsible for any damage it may cause.

12.   Limitation of Liability of Parties and Indemnification. No party to this Agreement shall assume any additional liability of any kind due to its execution of this Agreement or its participation in the HMIS system. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity through participation in HMIS except for the acts and omissions of its own employees, volunteers, agents, or contractors. The parties specifically agree that this Agreement is for the benefit of the parties only and creates no rights in any third party.

13. Limitation of Liability of County. The County and the Snohomish County HMIS shall not be held liable to any Partner Agency for any cessation, delay, or interruption of services, nor for any malfunction of hardware, software, or equipment.

14. Disclaimer of Warranties. The County makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, to any agency or any other person or entity as to the services of the HMIS system or as to any other matter.

15. Term of Agreement; Termination of Prior Agreement. This Agreement shall be effective upon its execution by both parties hereto and, upon such execution, the Prior Agreement between the parties shall be terminated and of no further force or effect. This Agreement shall terminate as provided in Section 16E hereof.

16. Additional Terms and Conditions.

A.   The Agency will abide by such guidelines as are promulgated by HUD and the County from time to time regarding administration of the HMIS.

B.   The Agency and the County intend to abide by applicable law. Should any term of this Agreement be inconsistent with applicable law, or should additional terms be required by applicable law, the Agency and the County agree to modify the terms of this Agreement so as to comply with applicable law.

C.   Neither the County nor the Agency will transfer or assign any rights or obligations under this Agreement without the written consent of the other party.

D.   The Agency agrees to indemnify and hold the County, its agents and staff, harmless from all claims, damages, costs, and expenses, including legal fees and disbursements paid or incurred, arising from its breach of this Agreement or any of Agency's obligations under this Agreement.

E.   This Agreement will be in force until terminated by either party. Either party may terminate this Agreement for any reason with twenty (20) days' prior written notice. Either party may terminate this Agreement immediately upon a material breach of this Agreement by the other party, including but not limited to the breach by the Agency of written security policies established by the County.

F.   If this Agreement is terminated, the Agency will no longer have access to HMIS. The County and the remaining Partner Agencies will maintain their rights to use all of the Client information previously entered by Agency except to the extent a restriction is imposed by the Client or applicable law.

G.   Copies of Agency data will be provided to the Agency upon written request upon termination of this Agreement. Data will be provided on CDs or other mutually agreed-upon media. Unless otherwise specified in writing, copies of data will be delivered to Agency within fourteen (14) calendar days of receipt by the County of a written request by the Agency for data copies.

AGENCY NAME

By _____ Date _____
   (signature)

_____
   Name and Title of Authorized Officer

Street Address:

Mailing Address:
Telephone:
Facsimile:
Email:

SNOHOMISH COUNTY

By _____ Date _____
   Kenneth Stark, Director
   Human Services Department

Street Address: 3000 Rockefeller Avenue, M/S 305
                    Everett, Washington 98201-4046
Mailing Address: Same as above
Telephone: (425) 388-7200
Facsimile: (425) 259-1444
Email: Kenneth.Stark@co.snohomish.wa.us

HMIS Client Privacy Rights

▲▲▲ <u>Snohomish County</u>	**&** **[Agency Name]** (HMIS Partner Agency) [Agency Logo]

ABOUT YOUR INFORMATION:
 	
USES
 	
RISKS
 	
PROTECTIONS
	• Information you provide to this agency will be entered into the Snohomish County HMIS computer system, unless you tell them you do not want it entered.
	
	• You will receive the same services, whether or not you allow your personal information to be entered into the HMIS.
	
	• Your personal information that is in the HMIS will not be shared with any other people or organizations unless you say it can be.
	
	• Your personal information that is in the HMIS will not be shared with any other government agencies except as required by law.
	
	• Personally identifying information, such as names, birthdays and social security numbers, will be kept in the HMIS database for seven (7) years.
	
	• Although careful measures are taken to protect the personal information entered in to the HMIS, it may be possible that a person could access your information and use the information to locate you, commit identity theft or learn about sensitive personal information entered into the HMIS.
	
	• Your data is protected by legal agreements signed by users of the HMIS and by electronic encryption of your personal information.
	
	• Information in the HMIS is used to improve services to clients like you.
	
	• You can contact Snohomish County at the number below if:
	
	  ➢ You have questions about the information collected in the HMIS and your rights regarding that information.
	
	  ➢ In the event of an injury to you related to the collection information in the HMIS.

YOUR RIGHTS & CHOICES	• You have the right to refuse to provide personal information, or to stop [Agency Name] from entering your personal information into the HMIS system. • You have the right to decide what personal information can be shared about you in the HMIS, and who it can be shared with. • You have the right to change your mind about what personal information about you this agency has in the HMIS, what types of information about you they can share, and who they can share it with. You must notify [Agency Name] in writing if you change your mind.
CONTACT INFO	**Snohomish County, HMIS Coordinator** Office of Housing, Homelessness and Community Development 3000 Rockefeller Ave, M/S 305, Everett, WA 98201 (425) 388-3268 http://www1.co.snohomish.wa.us/ **[Agency Name]** [Agency Address] [Agency phone] [Agency email] [Agency website]

HMIS Informed Consent and Release of Information Authorization Form

This agency participates with the Snohomish County HMIS in collecting information, over time, about the characteristics and service needs of men, women, and children experiencing homelessness or at imminent risk of homelessness.

To provide the most effective services to those experiencing homelessness or who are at risk of homelessness, an accurate count of all people facing these issues in Snohomish County and Washington State is necessary.

To make sure that clients are not counted twice if services are received from more than one agency, we need to collect personal information. Specifically**, name, birth date, social security number, and last permanent address** are needed. The information you consent to have shared will be stored in both the Snohomish County and the Washington State database for **seven (7) years**.

We will guard this information with strict security policies to protect your privacy. Our computer system is highly secure and uses up-to-date protection features such as data encryption, passwords, and user authentication for each system user.

If you ever suspect the data in HMIS has been misused, immediately contact the System Administrator at (425) 388-3268. There is a small risk of a security breach, and someone might obtain and use your information inappropriately.

The data you provide will be sent to the Washington State HMIS and will be combined with data from the Department of Social and Health Services (DSHS) for the purpose of further analysis. Your name and other identifying information will not be included in any reports or publications. Only a few limited staff members in the research division of DSHS who have signed confidentiality agreements will be able to see this information.

Your decision to participate in HMIS will not affect the quality or quantity of any services you are eligible to receive from **this agency.** However, if you do choose to participate, services in the region may improve if we have accurate information about those experiencing homelessness and those at risk of homelessness.

Participation in HMIS and Personal Information
Read and initial each option. Make a choice and print your name in that box. Sign and date the bottom of the form.

_____(initials)

I, _____, **do consent** to the inclusion of <u>all</u> of my personal information and to participation in HMIS. **The included information is: name, birth date, full social security number, race, and last permanent address.**

_____(initials)

I, _____, **do consent** to the inclusion of <u>some</u> of my personal information and to participation in HMIS. **I wish to include the following information in HMIS** *(check boxes to include);*

[ ] Name   [ ] Birth date
[ ] Full social security number   [ ] Last permanent address
[ ] Partial social security number   [ ] Race

_____(initials)

I, _____, **do not consent** to the inclusion of my personal information. Only non-identifying information will be used in HMIS.

_____   _____
Signature of Client or Guardian   Date   Signature of Witness   Date

_____   _____
Printed Name and Relationship   Printed Name and Title

HMIS Informed Consent and Release of Information Authorization Form

☐ **I do not give this Agency permission to share** any identified information about me in the Snohomish County computerized Homeless Management Information System (HMIS).

OR

☐ **I give this Agency permission to share** the following types of information about me in the Snohomish County computerized Homeless Management Information System (HMIS):

Identifying Information:

- Name – if provided
- SS# - if provided
- Date of Birth – if provided
- Ethnicity/Race – if provided
- Gender – if provided
- HMIS client id – if no identifiable data was provided

Intake/Housing Information:

- Intake date
- Residence prior to program entry
- Length of stay at previous residence
- City/Zip code of last stable address
- Housing status at entry

Assessment Information:

- Income and Sources
- Non-cash benefits
- Employment/Education
- General health status
- Domestic violence experienced
- Pregnancy status
- Physical disability
- Developmental disability
- Chronic health condition
- HIV/AIDS
- Mental health
- Substance abuse
- Military service

Exit/follow-up information:

- Exit date
- Housing status at exit
- Reason for leaving the program
- Destination at exit
- Services received

I understand that if I give this Agency permission to share any types of information in the HMIS, shared information will be identified with my personal information (such as name, date of birth, gender, HMIS client id ,etc.) so that the other agency or program with which it is being shared will know who the information is about. This Agency may share this information about me in the computerized Snohomish County HMIS with:

> *(Choose one)*
> ☐ **Any** other HMIS agency or program necessary to provide me the service I need; **OR**
> ☐ **Any** other HMIS agency or program **except for** the following:

> _____
> _____

OR

> ☐ **Only** the following agencies and programs**:**

> _____
> _____

HMIS Informed Consent and Release of Information Authorization Form

Note: We are not required to agree to additional restrictions that you request beyond those listed here. But, if we do agree to additional restrictions (that you request in writing), then they are binding on this Agency and on Snohomish County HMIS.

By signing this, I certify I understand that:

•   The purpose of sharing information with other agencies is to help with case management, improve the services I receive, and allow other agencies to access information about me more quickly if needed.

•   This Agency may not deny me service if I do not give it permission to enter my data into the HMIS or share it with other agencies.

•   I am entitled to a copy of this release and sharing form.

•   I may revoke this sharing permission at any time by delivering or mailing a written statement canceling my consent and/or release of information to this Agency. Revoking my consent/release will not change anything for those people or agencies that had previously received my information while my consent/release was in effect.

•   The current list of agencies who are Snohomish County HMIS Partners that may have access to my information (if agreed to on front) is available from this Agency. I understand that additional agencies may join the Snohomish County HMIS at any time and will also have access to my personal information at that time unless I excluded them on this form. I understand that, upon my request, this Agency must provide me with a list of current HMIS agencies before I sign this release and sharing form, and must allow me to view the updated list of HMIS agencies so long as my release/sharing permission remains in effect.

•   I have reviewed a copy of the Snohomish County HMIS Client Privacy Rights posted at this Agency.

_____   _____   _____
Client or Guardian Signature   Date   Relationship to Client

Print Name_____

_____ _____
Witness Signature   Date

Print Name_____

Exhibit C

CLIENT REVOCATION OF HMIS CONSENT

I revoke my permission for <u>this Agency</u> **to have or enter my identified personal information** in the Snohomish County HMIS computer system. This also means that **I do not give permission to this agency to share** any of my information in the Snohomish County HMIS computer system.

(choose one)

☐ Very limited personal information may remain:

<u>In the System</u>	<u>Not in the System</u>
• Initials (if provided)	• Name (if provided)
• Gender (if provided)	• Social Security Number (if provided)
	• Last Permanent Address (if provided)
	• Phone Number (if provided)
	• Date of Birth (if provided)

OR

☐ No personal information may remain:

<u>In the System:</u>	<u>Not in the System:</u>
(nothing)	• Gender (if provided)
	• Name (if provided)
	• Social Security Number (if provided)
	• Last Permanent Address (if provided)
	• Phone Number (if provided)
	• Date of Birth (if provided)
	• Initials (if provided)

I understand that the same services will be available to me whether or not I allow this agency to enter my identified personal information into the Snohomish County HMIS.

_____   _____   _____
Client or Guardian Signature   Date   Relationship to Client

_____   _____
Print Name

_____   _____
Agency Witness Signature   Date

_____   _____
Print Name

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HMIS User Policy, Code of Ethics and Responsibility Statement

For: From:

_____   _____
User Name (*print name*)   Agency *(print or type name)*

USER POLICY

Partner Agencies who use the Snohomish County Homeless Management Information System (HMIS) and each User within any Partner Agency are bound by various restrictions regarding client information.

It is a client's decision about which information, if any, is entered into HMIS and whether that information is to be shared with any Partner Agencies. Prior to obtaining the client's signature, User shall review the **HMIS Informed Consent and Release of Information Form** with the client in a manner to ensure that the client fully understands the information (e.g., securing a translator if necessary). The **HMIS Informed Consent and Release of Information Form** must be signed by the client before any identifiable client information is designated in HMIS for sharing with any Partner Agencies.

USER CODE OF ETHICS

Users must be prepared to answer client questions regarding HMIS.

Users must faithfully respect client preferences with regard to the entry into and the sharing of client information within HMIS. Users must accurately record a client's preferences by making the proper designations as to sharing of client information and/or any restrictions on the sharing of client information.

Users must allow a client to change his or her information sharing preferences at the client's request.

Users must not decline services to a client or potential client if that person refuses to allow entry of information into HMIS or to share their personal information with other agencies via HMIS.

The User has primary responsibility for information entered by the User. Information entered into HMIS by a User must be truthful, accurate, complete and timely to the best of User's knowledge.

Users will not solicit from or enter information about clients into HMIS unless the information is required for a legitimate business purpose such as to provide services to the client.

Users will not use the HMIS database for any violation of any law, to defraud any entity or to conduct any illegal activity.

Upon client written request, Users must allow a client to inspect and obtain a copy of the client's own information maintained within HMIS. Information compiled in reasonable anticipation of or for use in a civil, criminal or administrative action or proceeding need not be provided to the client.

Users must permit clients to file a written complaint regarding the use or treatment of their information within HMIS. Clients may file a written complaint with either the Agency or with the Snohomish County Human Services Department at 3000 Rockefeller Avenue, M/S 305, Everett, WA 98201. Clients may not be retaliated against for filing a complaint.

USER RESPONSIBILITY

Your username and password give you access to the HMIS system.

Initial each item below to indicate your understanding and acceptance of the proper use of your username and password. Failure to uphold the confidentiality standards set forth below is grounds for immediate termination from HMIS database access, and may result in disciplinary action from the Partner Agency as defined in the Partner Agency's personnel policies.

I agree to maintain the confidentiality of client information in HMIS in the following manner:

_____ My username and password are for my use only and will not be shared with anyone.

_____ I will read and abide by the ***Snohomish County HMIS Client Privacy Rights***, ensuring clients understand their rights.

_____ I will not use the browser capacity to remember passwords: I will enter the password each time I log on to the HMIS.

_____ I will take reasonable means to keep my password physically secure.

_____ I will only view, obtain, disclose, or use the database information that is necessary to perform my job.

_____ I understand that the only individuals who may directly access HMIS client information are authorized users, and I will take the following steps to prevent casual observers from seeing or hearing HMIS client information.

    _____ I will log off the HMIS before leaving my work area, or make sure that the HMIS database has "timed out" before leaving my work area.

    _____ I will not leave unattended any computer that has HMIS "open and running."

    _____ I will not use the HMIS system from an unauthorized computer (e.g., home computer).

    _____ I will keep my computer monitor positioned so that persons not authorized to use HMIS cannot view it.

_____ I will store hard copies of HMIS information in a secure file and will not leave such hard copy information unattended or in public view on my desk, or on a photocopier, printer or fax machine.

_____ I will properly destroy paper copies of HMIS information when they are no longer needed unless they are required to be retained in accordance with applicable law.

_____ I will not discuss HMIS confidential client information with staff, clients, or client family members in a public area.

_____ I will not discuss HMIS confidential client information on the telephone in any areas where the public might overhear my conversation.

_____ I will not leave messages on my agency's answering machine or voicemail system that contains HMIS confidential client information.

_____ I will keep answering machine volume low, ensuring HMIS confidential information left by callers is not overheard by the public or unauthorized persons.

_____ I understand that a failure to follow these security steps appropriately may result in a breach of client HMIS confidentiality and HMIS security. If such a breach occurs, my access to HMIS may be terminated and I may be subject to further disciplinary action as defined in the Partner Agency's personnel policy.

_____ If I notice or suspect a security breach, I will immediately notify the Director of my Agency and Snohomish County.

I understand and agree to comply with all the statements listed above.

_____ _____ _____
HMIS User Signature   Date   HMIS User Name (*please print*)

_____ _____ _____
Agency Director Signature   Date   Agency Director Name (*please print*)